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AGREEMENT

by and between

GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS, BUILDING MATERIALS, HEAVY AND HIGHWAY  
CONSTRUCTION EMPLOYEES  
LOCAL UNION No. 404

and

CS-MA, LLC, d/b/a CONSTRUCTION SERVICE

**May 1, 2013 to April 30, 2017**

## AGREEMENT

This Agreement made and entered into by and between CS-MA, LLC, d/b/a Construction Service, a corporation of Wilbraham, Massachusetts (hereinafter called the "Employer") and General Teamsters, Chauffeurs, Warehousemen and Helpers, Building Materials, Heavy and Highway Construction Employees Local Union No. 404 (hereinafter called the "Union") for and on behalf of its members now employed or who may hereafter be employed, to govern the hours, wages and all other conditions of employment covered by this Agreement as hereafter described from May 1, 2013 to April 30, 2017, and shall be binding on both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided. It is the purpose of this Agreement to promote harmonious relations between the Employer and employees and to establish proper standards of wages, hours and other working conditions.

### ARTICLE I UNION RECOGNITION AND UNION SECURITY

Paragraph 10. The Employer recognizes and acknowledges that the Union is the exclusive representative of all Ready Mix drivers, dump truck drivers, truck mechanics, loaders, plant operators and laborers employed by the Employer and its plants and facilities in Hampden, Hampshire, Franklin and Berkshire Counties, Massachusetts, specifically excluding all other employees of the Employer, such as heavy equipment operators, crane operators, heavy equipment mechanics, salespersons, professional employees, guards, dispatchers, supervisors and any employees within the category of included employees who are otherwise presently represented by another labor union. The Employer further agrees that any employees who are currently members of the Union in any of the included categories and their replacements continue to remain in the Union during and throughout their employment with the Employer.

**ARTICLE V**  
**RATES OF PAY**

Paragraph 50. The top rate and effective rates of pay for employees covered by this Agreement during and throughout the term of this Agreement shall be as follows:

	Effective 5/1/13	Effective 5/1/14	Effective 5/1/15	Effective 5/1/16
Mixer Driver	\$19.19	\$19.64	\$20.09	\$20.54
Dump Truck Driver	\$19.19	\$19.64	\$20.09	\$20.54
Lead Mechanic	\$22.79	\$23.24	\$23.69	\$24.14
Mechanic A	\$21.29	\$21.74	\$22.19	\$22.64
Mechanic B	\$19.69	\$20.14	\$20.59	\$21.04
Plant Operator	\$19.19	\$19.64	\$20.09	\$20.54
Loader Operator	\$19.19	\$19.64	\$20.09	\$20.54
Plant Operator/ Helper	\$18.44	\$18.89	\$19.34	\$19.79

**ARTICLE XII**  
**PENSION FUND**

Paragraph 120. The Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee covered by this Collective Bargaining Agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement.

Paragraph 121. For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of the following amounts to the above-named Pension Fund:

May 1, 2013 to April 30, 2014 – \$6.78 per hour  
May 1, 2014 to April 30, 2015 – \$7.19 per hour  
May 1, 2015 to April 30, 2016 – \$7.77 per hour  
May 1, 2016 to April 30, 2017 – \$8.39 per hour

Overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1<sup>st</sup> through December 31<sup>st</sup>.

Paragraph 122. For purposes of this Article, each hour for which wages are paid or due, or any portion thereof, figures to be nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee shall be counted as hours for which contributions are payable.

Paragraph 123. If a regular employee (as defined in this Collective Bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks at the rate of forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

Paragraph 124. The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

### **ARTICLE XIII** **INSURANCE**

Paragraph 130. Commencing with the first day of May 2001, and for the duration of this current Collective Bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Health Services and Insurance Plan of Local Union No. 404 for each and every employee covered by this Agreement, whether such employee is a regular or probationary employee, irrespective of his status as a member or non-member of the Union from the first hour of employment subject to this Agreement. Commencing with the first day of May 2013 through April 2014, the Employer shall contribute to the Health Services and Insurance Plan the sum of Nine Dollars and Twenty-five Cents (\$9.25) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Three-Hundred Seventy-Dollars (\$370.00) per week for any one employee. Commencing the first day of May 2014 through April 30, 2015, the Employer shall contribute to the Health Services and Insurance Plan the sum of Nine Dollars and Seventy-Five Cents (\$9.75) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Three Hundred Ninety Dollars (\$390.00) per week for any one employee. Commencing the first day of May 2015 through April 2016, the Employer shall contribute to the Health Services and Insurance Plan the sum of Nine Dollars and Ninety-five Cents (\$9.95) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Three Hundred Ninety-eight Dollars (\$398.00) per week for any one employee. Commencing the first day of May 2016 through April 2017, the Employer shall contribute to the Health Services and Insurance Plan the sum of Ten Dollars and Fifty-seven Cents (\$10.57) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay, up to a maximum of forty (40) hours, but not more than Four Hundred Twenty-two Dollars and Eighty Cents (\$422.80) per week for any one employee.

Paragraph 131. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of thirty-two (32) hours for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months.

Paragraph 132. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Plan. If the Employer fails to make contributions to the Plan within seventy-two (72) hours after the notice of delinquency set forth in Article 46, Section 3 of the Plan, the Union shall take whatever steps to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

Paragraph 133. The Employer and Union which are signators hereto ratify the designation of the Employer and the employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

Paragraph 185. A positive test result will only result in a warning letter for a first offense which does not involve an accident. There will be a one-time opportunity for rehabilitation/treatment. No warning or second chance is required if an accident is involved.

Paragraph 190. This Agreement shall become effective May 1, 2013 and shall continue to full force and effect until and including April 30, 2017.

GENERAL TEAMSTERS, CHAUFFEURS,  
CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS, BUILDING MATERIALS,  
HEAVY AND HIGHWAY CONSTRUCTION  
EMPLOYEES LOCAL UNION No. 404

By James A. Kim

Its President

Date 5/10/13